

## General Terms and Conditions - Customs Services 2025

These GTC apply exclusively to customs services provided by LGI Logistics Group International GmbH (LGI). Other terms and conditions shall not become part of the contract, even if LGI does not expressly object to such terms and conditions or perform its services unconditionally despite knowledge of the customer's deviating conditions. Changes and additions to these General Terms and Conditions must be made in writing, as must the waiver of this formal requirement.

These T&Cs apply to all future orders, even if they are not expressly agreed to again.

LGI is committed to equal rights for all genders. Insofar as the generic masculine is used in our documents, this is done exclusively for reasons of simplification and easier readability. This is expressly not associated with an evaluation.

### Liability and indemnification

1. LGI works on the basis of the General German Freight Forwarders' Terms and Conditions 2017 (ADSp 2017), unless otherwise provided for below. The Client is not aware of the content of the ADSp 2017 ([General Terms and Conditions | LGI Group](#)).

Without prejudice to the liability provisions in Sections 22-25 ADSp 2017, LGI's liability is limited to € 5,000.00 (Euro five thousand) per damage event, up to a maximum of € 10,000.00 (Euro ten thousand) per calendar year, if the damage was not caused by intent or gross negligence. LGI's liability for consequential damages is excluded.

Upon first request, the Client shall indemnify LGI against claims by domestic or foreign customs authorities that are asserted against LGI, but the satisfaction of which is the responsibility of the Client in the internal relationship of the parties.

### Duties (customs duties, EUST)

The Client undertakes to immediately pay all duties incurred in connection with the customs declarations made by LGI on behalf of the Client (e.g. customs duties, import VAT, anti-dumping duties, etc.).

If the duties are not paid on time, the client also undertakes to pay any customs penalties and late payment penalties.

LGI reserves the right to demand securities from the customer about the expected import duties before the customs declaration of goods or to charge them to the customer in advance. This applies regardless of whether the customs declarations are made for the client by LGI in direct or indirect representation under customs law. In particular, when carrying out regular customs declarations for the client, for which import duties of more than € 25,000.00 (Euro twenty-five thousand) per month are to be expected, LGI requires the client to obtain a bank guarantee from a major European bank as security for clearance before executing the order. In individual cases, this can only be deviated from by written agreement.

The bank guarantee to be obtained in this case must serve to secure all present and future customs liabilities arising in the execution of the present business relationship between LGI and the principal. The bank guarantee is to be designed as a maximum amount guarantee. The maximum amount is 150% of the customs debt of the month with the highest customs debt in the 12 (twelve) months preceding LGI's request for a guarantee. If no historical values are available, the amount of import duties will be calculated by LGI at its discretion based on the expected customs clearances for the next 12 (twelve) months. The objections under §§ 770 and 771 of the Civil Code are to be waived, whereby the waiver of the objection under § 770.2 of the Civil Code does not apply to the set-off with claims that are undisputed or have been established by a final judgment. If LGI makes use of the guarantee, the client is obliged to increase the maximum amount of the guarantee or to provide a further guarantee in the corresponding amount. In the case of a contract with regularly recurring services, guarantees are limited for the duration of the contractual relationship and 3 (three) years thereafter, otherwise for a period of 3 (three) years.

At the request of the client, security can also be provided by cash deposit with LGI. Digit 0 shall apply mutatis mutandis.

2. If arrangements are made with the Client that LGI will pay duties for the Client in connection with the execution of the order, the Client undertakes to pay the amounts disbursed without delay. In this context, LGI reserves the right to charge a commission on the amount of the levy to the Client.

### Import

The Client assumes responsibility for the completeness and correctness of all documents and information required for the execution of the import clearance orders and shall notify this LGI in text form. LGI does not have to verify this information.

LGI is not obliged to examine the possibility and requirements of customs clearance at a preferential duty rate or to inform the client thereof. The obligation to obtain information about any customs exemptions and documents to be provided in this regard is solely incumbent on the client.

3. The information sheet "0466/Instructions for filling in the customs value D.V.1" on the homepage of the customs authority is known to the client. He undertakes to observe all circumstances mentioned herein concerning the customs value and any subsequent changes and to notify our authorized representatives in good time before submitting the customs value declaration.
4. Import declarations are only carried out by LGI on behalf of the client in direct customs representation in accordance with Art. 18 and 19 UCC.

If document codes are required for the preparation of an import document that have not been submitted by the client in advance, LGI will demand them. Without the submission of these documents/information, LGI is not obliged to carry out the import.

LGI reserves the right to refuse customs clearance if there is an important reason. Important reasons in this sense are in particular:

- Default of payment by the client vis-à-vis LGI
- A demonstrable deterioration in the client's assets, from which a threat to the client's solvency is evident.
- Missing documents for a proper customs declaration
- Inadequate description of goods
- Lack of safety declaration for Authorised Economic Operators
- Lack of confirmation of required encodings

#### **Transit**

5. If the carrier/carrier is instructed by the customer to collect goods and related documents for a customs transit procedure (NCTS), the customer is responsible for the proper and timely presentation of the goods.

In the event of an improper presentation in the NCTS transit procedure commissioned by the contracting authority of LGI, the contracting authority shall bear all additional costs for the processing of search and dunning procedures.

The Client undertakes to pay a minimum processing fee for improperly presented goods in the amount of EUR 110.00 (Euro one hundred and ten) per NCTS procedure plus the statutory value added tax. Additional expenditure of more than one hour will be charged separately according to the time spent.

#### **Export**

6. The customer is the exporter and declarant of the goods. The Client assumes responsibility for the completeness and accuracy of all documents and information required for the execution of the export clearance orders. Documents must be handed over to the LGI in the original, information must be provided in writing. LGI is not obliged to check the information for accuracy and/or completeness.
7. LGI does not act as an exporter or in indirect representation for the contracting authority in the context of the business relationship with the contracting authority. In individual cases, this can only be deviated from by written agreement.

If document codes are required for the preparation of an export document that have not been submitted by the client in advance, LGI will demand them. Without the submission of these documents/information, LGI is not obliged to prepare the export documentation.

8. Export declarations are carried out by LGI on behalf of the client only in direct customs representation of the client as declarant.
9. The Client is responsible for the foreign trade examination of the goods for export, in particular with regard to embargoes and sanctions relating to goods, persons or countries.

(LGI offers a personal check against relevant EU and US sanctions lists for a fee)

10. If a licence is required for the export of the goods, the client will hand over the necessary original licences to LGI in good time.

#### **Tariff classification**

11. If commissioned separately by the customer, LGI carries out a non-binding tariff classification of goods. Customs tariff numbers are assigned to individual items. The assignment is made on the basis of information available to LGI on this article. In order to ensure correct tariff classification, the Client undertakes to provide LGI information in an appropriate form, in particular on the intended use, materials or nature of the respective article (e.g. in the form of data sheets).
12. If the customs authorities consider a tariff classification of goods carried out by LGI to be incorrect, this may be
  - lead to additional tax claims, which are to be borne by the client. For the sake of completeness, it should be noted that payments to be made on the basis of such additional claims are not caused by LGI's assignment of a possible incorrect customs tariff number and that LGI is therefore not liable for such payments; rather, they are payments which would have had to be paid to the customs authorities anyway on the basis of the correct tariff classification of the article.
  - Lead to fines. Insofar as fines are imposed on LGI or its employees due to incorrect or missing tariff classification by the client, the client shall indemnify LGI and its employees from these fines.

The customer can apply for binding information on the tariff classification of goods from the competent customs authorities.

#### **Other**

The client is obliged to provide LGI with all information required for the customs declaration within the framework of a clearance order. For the execution of orders, the Client shall issue LGI a corresponding transferable power of attorney if necessary.

The billing for consulting and/or severance services provided is generally prepared according to expenditure. At the request of the client, the creation of a collective invoice or credit note (e.g. weekly or monthly) can also be agreed in writing.

LGI is entitled to appoint vicarious agents and to select them independently. By placing the order, the Client simultaneously confirms that the vicarious agents may carry out customs clearance or individual services for LGI within the scope of the respective order.

Evaluations for the client are carried out to the best of our knowledge. If actions are derived on this basis that have economic consequences, LGI is not liable for consequential damages, unless the evaluations were prepared by LGI through gross negligence or intentionally incorrectly.

If the non-compliance with deadlines is due to force majeure (e.g. pandemic, epidemic, cyber or ransomware attacks, war, riot, strike) or other events for which LGI is not responsible, the deadlines will be extended by the times during which the aforementioned event or its effects last. Insofar as damage is attributable to the aforementioned event, LGI's liability is excluded.

The Client undertakes to provide LGI and the customs/tax authorities with all requested documents at all times without delay in the event of official enquiries and refund applications and/or to grant the authorities access to the requested documents/data. This also applies after termination of the contract within the framework of the statutory limitation periods.

The Client and LGI agree that, in accordance with Section 20 ADSp 2017, LGI acquires a lien on the shipments to be cleared through customs and in which LGI acquires possession in the course of business.

All data of the Client, including any personal data of employees of the Client, will be stored and used exclusively for the processing of orders. The Client expressly agrees to the use and storage in the above sense and, if necessary, will obtain appropriate declarations of consent from its employees. All data is processed by LGI in accordance with the General Data Protection Regulation (GDPR).

The Client assures that it will not knowingly violate any sanctions lists of the EU, USA or EEA states that are relevant in the context of foreign and security policy (e.g. embargo, anti-terrorism). The parties are aware of the criminal provisions, including Section 17 of the Foreign Trade and Payments Act (AWG).

Should individual provisions of these GTC be invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. If supplementary law is not available, the parties undertake to agree on an effective and

enforceable provision in place of the invalid or unenforceable provision by which the intended purpose of the contract is achieved in a legally permissible manner. The same applies to gaps in this agreement.

The place of performance for all services to be provided by the contracting parties is Herrenberg. The place of jurisdiction for all legal disputes arising from the contractual relationship is Stuttgart.

The law of the Federal Republic of Germany applies.